

U.S. COURTS
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REC'D _____ FILED _____
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO**

**STIPULATED MOTION
FOR STAY RELIEF
(1992 ISUZU TRUCK)**

53.

Hart LLP; and (iii) LDP LEASING, by and through its attorneys of record, Moffatt, Thomas, Barrett, Rock & Fields, and hereby stipulate and move as follows:

1. Sawtooth Enterprises, Inc. (the "Debtor") is the chapter 11 debtor herein.
2. Associates Commercial Corporation ("Associates") is a secured creditor of the Debtor. Associates financed the Debtor's purchase of a 1992 Isuzu truck, Vehicle Identification Number J8DM7A1U8N3201413 (the "Truck"). Attached hereto as Exhibit A is a true and complete copy of the Conditional Sale Agreement entered into between the Debtor and Associates with respect to the Truck. Attached hereto as Exhibit B is a true and complete copy of the certificate of title with respect to the Truck. The certificate of title shows Associates' lien, meaning that Associates' security interest in the Truck is perfected.
3. LDP Leasing is a leasing company that leased certain equipment to the Debtor. LDP Leasing also asserts an interest in a certain "Tommy Lift Gate" that is attached to the Truck. LDP Leasing takes the position that it owns the lift gate, or, in the alternative, that it has a perfected security interest in the lift gate.
4. The Truck is not necessary to the Debtor's reorganization. In fact, the Debtor has abandoned the Truck and Associates has placed the Truck into storage, pending entry of an order granting it relief to foreclose its security interest in the Truck. The Truck was not a part of the Debtor's recent sale of substantially all of its assets.
5. The Debtor has no equity in the Truck.
6. As indicated by the fact that the Debtor has abandoned the Truck, "cause" for stay relief exists pursuant to section 362(d)(1) of the Bankruptcy Code.

7. No party asserts or claims an interest in the Truck with the exception of Associates and LDP Leasing. There is no creditors' committee appointed in this case. The debtor is no longer operating and has sold its assets. For that reason, the parties hereto request that this Court enter the order submitted herewith without the necessity of any further notice or hearing. Pursuant to the order, the automatic stay shall be lifted with respect to the Truck and the lift attached thereto, so that Associates and LDP Leasing shall be entitled to exercise all rights and remedies to which they might be entitled with respect to the Truck and the lift gate.

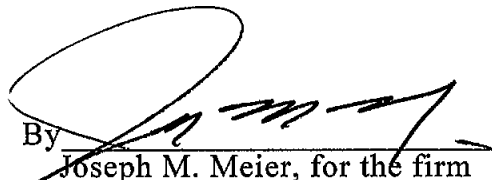
8. The parties stipulate that should -- contrary to their expectations -- Associates' commercially reasonable disposition of the Truck realize more than the amount of its secured claim, including Associates' reasonable attorney's fees incurred in filing this stipulated motion, that Associates shall remit such excess to the bankruptcy estate.

WHEREFORE, the Debtor Sawtooth Enterprises, Inc., Associates Commercial Corporation and LDP Leasing hereby jointly move this Court to enter, without the necessity of further notice or hearing, the proposed order submitted herewith granting Associates Commercial Corporation and LDP Leasing relief from stay to exercise all of

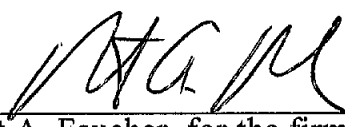
their rights and remedies as against the 1992 Isuzu truck described in full above and the lift gate attached thereto.

Dated this 5th day of March, 1997.


COSHO, HUMPHREY, GREENER & WELSH

By 
Joseph M. Meier, for the firm
Attorneys for Sawtooth Enterprises, Inc.

HOLLAND & HART LLP

By 
Robert A. Faucher, for the firm
Attorneys for Associates Commercial
Corporation

MOFFATT THOMAS BARRETT
ROCK & FIELDS

By 
Kelly Greene McConnell, for the firm
Attorneys for LDP Leasing

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of March, 1997, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Austin Stewart
P.O. Box 6097
Ketchum, ID 83340

☒ U.S. Mail
☐ Hand Delivered
☐ Overnight Mail
☐ Telecopy (Fax)

Patrick V. Collins
Hawley, Troxell, Ennis & Hawley
P.O. Box 1617
Boise, ID 83701

☒ U.S. Mail
☐ Hand Delivered
☐ Overnight Mail
☐ Telecopy (Fax)

Office of U. S. Trustee
P.O. Box 110
Boise, ID 83701

☒ U.S. Mail
☐ Hand Delivered
☐ Overnight Mail

Alan D. Cameron
Manweiler, Bevis & Cameron
P.O. Box 827
Boise, ID 83701

☒ U.S. Mail
☐ Hand Delivered
☐ Overnight Mail
☐ Telecopy (Fax)



For HOLLAND & HART LLP

HH:74589 v2

SECURITY AGREEMENT **(Conditional Sale Contract)**

29301



The undersigned buyer, meaning all buyers jointly and severally ("Buyer"), having been quoted both a time sale price and cash sale price, has elected to purchase and hereby purchases from the undersigned seller ("Seller") for the time sale price shown below, under the terms and provisions of this agreement, the following described property (herein, with all present and future attachments, accessories, replacement parts, repairs, additions, and all proceeds thereof, referred to as "Collateral"):

Year	Manufacturer	Model	Description	Serial Number
92	ISUZU	FTR		J8DM7A1U8N320141

Collateral Will Be Kept At (Address): P.O. BOX 2759 County State KETCHUM

INSURANCE COVERAGE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.

PHYSICAL DAMAGE INSURANCE COVERING THE COLLATERAL IS REQUIRED; however, Buyer has the option of furnishing the required insurance through an agent or broker of Buyer's choice.

☐ Buyer request and authorizes Seller to obtain the insurance coverage checked below on the Collateral for months from the date of this agreement and for the premium of \$ N/A
(Enter above and in 4(a) - OTHER CHARGES)

- ☐ \$ Deductible Fire, Theft, Combined Additional Coverage, and
\$ Deductible Collision; or
☐ \$ Deductible Comprehensive and \$ Deductible Collision.

☒ Buyer has obtained the required coverages through:

(Agent's Name and Address)

(Name of Insurance Company)

CREDIT INSURANCE, if included, is not a factor in the approval of credit, is not required by the Seller and is for the term of the credit only.

☐ Buyer desires Credit Insurance: Premium \$ N/A
(Enter above and in 4(b) - OTHER CHARGES)

Buyer hereby requests and authorizes Seller to obtain Credit Insurance, if checked above, to the extent the cost thereof is included in Item 4(b)-Other Charges.

☒ Buyer does not want Credit Insurance.

BUYER

(Only one person may sign above, and any credit insurance covers only that person. Credit insurance does not cover any co-buyer.)

30 NOV 1995

Description of Trade-In: GMC

Gross Allowance \$ N/A

Less Amount Owning To: \$ N/A

Trade-In (Net Allowance) \$ N/A
(Enter above and in 2(b) - DOWN PAYMENT)

1. CASH SALE PRICE \$ 39000.00

2. (a) Cash Down Payment \$ 7813.50

(b) Trade-In (See above) \$ N/A

TOTAL DOWN PAYMENT (a+b) \$ 7813.50

3. UNPAID BALANCE OF CASH

SALE PRICE (1 Minus 2) \$ 31186.50

4. OTHER CHARGES

(a) Physical Damage Insurance \$ N/A

(b) Credit Insurance \$ N/A

(c) Official Fees \$ 2017.50

(d) Other (Describe) \$ N/A

TOTAL OTHER CHARGES (a+b+c+d) \$ 2017.50

5. PRINCIPAL BALANCE (3+4) \$ 33204.00

6. FINANCE CHARGE \$ 9379.20

7. UNPAID TIME BALANCE (5+6) \$ 42583.20

8. TIME SALE PRICE (1+4+6) \$ 50396.70

PAYMENT SCHEDULE: Buyer promises to pay Seller the UNPAID TIME BALANCE (Item 7 above) in 48 installments as follows:
(Total No. of Installments)

For equal successive monthly installments:

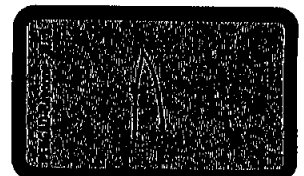
(a) \$ 887.15 on

14 JAN 1996
(Date)

month thereafter until fully paid, provided, however, that the final installment shall be in the amount of the remaining unpaid balance.

For other than equal successive monthly installments:

(b)



the highest rate Buyer can legally obligate itself to pay and/or Seller can legally collect. Any note taken herewith evidences indebtedness and not payment. All amounts payable hereunder are payable at Seller's address shown below or at such other address as Seller may specify from time to time in writing.

DELINQUENCY CHARGE: If this transaction is a consumer related sale as defined in the Uniform Consumer Credit Code, Buyer agrees to pay to Seller on each installment not paid in full within 10 days after its due date a delinquency charge in the maximum amount permitted under said Code or at Seller's option, a default charge at the rate of 18% per year on the unpaid amount of the installment for the period of delinquency.

If this transaction is not a consumer related sale as defined in the Uniform Consumer Credit Code, Buyer agrees to pay to Seller for each installment not paid when due a delinquency charge calculated thereon at the rate of 18% per year for the period of delinquency or, at Seller's option, 5% of such installment, provided that such a delinquency charge is not prohibited by law, otherwise at the highest rate Buyer can legally obligate itself to pay and/or Seller can legally collect.

SECURITY INTEREST: To secure payment of the UNPAID TIME BALANCE (Item 7), Seller retains title to and a security interest in the Collateral regardless of any retaking and redelivery of the Collateral to Buyer.

CROSS SECURITY: Buyer grants to Seller a security interest in the Collateral to secure the payment and performance of all absolute and all contingent obligations and liabilities of Buyer to Seller, or to any assignee of Seller, now existing or hereafter arising, whether under this agreement or any other agreement and whether due directly or by assignment; provided, however, upon any assignment of this agreement by Seller, the assignee shall be deemed for the purpose of this paragraph the only party with a security interest in the Collateral.

DISCLAIMER: There are no warranties other than those made by the manufacturer of the Collateral. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORKMANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE COLLATERAL FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, unless such warranties are in writing and signed by Seller. Seller shall not under any circumstances be liable for loss of anticipatory profits or for consequential damages.

ADDITIONAL COVENANTS AND ORAL AGREEMENT: THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. Buyer and Seller agree that the "Statement of Additional Covenants" set forth on the reverse side hereof constitutes a part of this agreement.

NOTICE TO BUYER — DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN.

30 NOV 1995
DATED

Buyer hereby acknowledges receipt of an exact copy of this contract.

SELLER: GREAT BASIN GMC TRUCK, INC.
(Name of individual, corporation or partnership.)

By: [Signature] BUSINESS MGR.
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

2800 SOUTH 300 WEST

(Street Address)

SALT LAKE CITY, UT 84115

(City, State and Zip Code)

BUYER(S): SAWTOOTH ENTERPRISES INC.
(Name of individual(s) or partnership. Give trade name, if any, after name.)

By: [Signature] Title: PRESIDENT
(If corporation, authorized party must sign and show corporate title. If partnership, a general partner must sign. If owner(s) or partner, show which.)

By: _____ Title: _____
(If co-buyer, co-partner or co-officer, sign here and show which.)

P.O. BOX 2759

(Street Address)

KETCHUM ID 83340

(City, COUNTY, State and Zip Code)

600031 (Rev. 2/92)
Comm'l Veh-Various UCCC

ORIGINAL FOR ASSOCIATES

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER J8DM7A1UBN3201413		YEAR 1992		MAKE GMC	BODY CB	EX TK	DESCRIPTION MT 1200T
2ND VEHICLE IDENTIFICATION NUMBER		ODOMETER READING		DATE			
TITLE NUMBER 96913786		PRINT DATE 03/15/1996		EXEMPT			
OWNER'S NAME AND ADDRESS		OTHER PERTINENT DATA					

SAWTOOTH ENTERPRISES INC.
PO BOX 2759
KETCHUM, ID 83340

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and license suspension.

Assignment of Title	
1 ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS) DATE: <input type="checkbox"/> In Excess of Mechanical Units <input type="checkbox"/> Exempt <input type="checkbox"/> Not Actual - Warning: Odometer Discrepancy! <input type="checkbox"/> No Device	5 PURCHASER'S PRINTED NAME(S)
2 DATE SOLD: SELLING PRICE:	6 ADDRESS:
3 SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)	7 CITY: STATE: ZIP:
4 I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S/REPRESENTATIVE'S SIGNATURE: A <input checked="" type="checkbox"/> B <input checked="" type="checkbox"/>	8 I am aware of the odometer certification made by the seller. PURCHASER'S/REPRESENTATIVE'S SIGNATURE: 9 <input checked="" type="checkbox"/> 10 <input checked="" type="checkbox"/>

Lienholder Section	
FIRST LIEN ASSOCIATES COMMERCIAL CORP 1405 W 2200 S / 209 PO BOX 27113 SLC, UT 84127-0113 RECORDED 03/05/1996 / 15:49 SIGNATURE RELEASING LIEN: DATE: 11 <input checked="" type="checkbox"/>	SECOND LIEN SIGNATURE RELEASING LIEN: DATE: 12 <input checked="" type="checkbox"/>

Alterations May Void This Document

AUDIT NO. **02365072**